

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
EASTERN DIVISION**

**AMERICAN CONTRACTORS
INDEMNITY COMPANY**

PLAINTIFF

v.

No. 2:18-cv-37-DPM

**MURDOCK ENTERPRISES, INC.;
REGINALD K. MURDOCK, agent
of Murdock Enterprises, Inc.; and
WILLIE MAE MURDOCK**

DEFENDANTS

ORDER

American Contractors Indemnity Company issued bonds backing Murdock Enterprises, LLC in construction projects for the Lonoke County Housing Authority, the University of Arkansas – Division of Agriculture, and Forrest City. The bonds guaranteed performance and payment of subcontractors (such as Triple G Excavating, Inc. and Henry E. Peacock & Associates, LLC) and suppliers (such as Mid-South Metal Supply and Powers of Arkansas). ACIC paid \$231,976.49 to various entities. Murdock Enterprises did not pay. ACIC now seeks indemnity from Murdock Enterprises, as well as Reginald Murdock and Willie Mae Murdock—all of whom promised to pay ACIC back if it had to pay on bonds. *No 15-12 at 5-7.* ACIC also wants access to Murdock Enterprises' books and records, which the parties' indemnity agreements also contemplate. *No 15-3 at 6.* The Murdocks and their

company don't dispute any of these material facts, but they do argue that ACIC overpaid some of the claims. *No 33 at 3-4*. They have not, however, met ACIC's proof with proof. *Conseco Life Insurance Co. v. Williams*, 620 F.3d 902, 909 (8th Cir. 2010). Under the clear and unambiguous terms of the parties' contracts, ACIC is entitled to be reimbursed for what it has paid out. It's also entitled to review Murdock Enterprises' records until reimbursement is made in full. And it is entitled to its attorney's fees and costs in enforcing the parties' contracts. Motion for summary judgment, *No 15*, granted.

So Ordered.

D.P. Marshall Jr.
D.P. Marshall Jr.
United States District Judge

17 July 2019